


AF / 2164

|  |                       |                        |
|--|-----------------------|------------------------|
| <b>TRANSMITTAL FORM</b><br> | Application No.:      | 09/747,179             |
|  | Filing Date:          | December 21, 2000      |
|  | First Named Inventor: | John G. Deshayes, et a |
|  | Group Art Unit        | 2164                   |
|  | Examiner:             | Betit, Jacob F,        |
|  | Customer No.          | 24227                  |
| Confirmation No.   |                       | 5524                   |
| Total Number of Pages in this Submission:  |                       | Docket No. EMC-99-042  |

**ENCLOSURES (check all that apply)**

|   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> <b>Authorization for the Commissioner to charge Deposit Account No. 05-0889 for fees associated with this transaction (in duplicate)</b><br><br><input type="checkbox"/> Amendment/Response<br><input type="checkbox"/> After Final<br><input type="checkbox"/> Affidavits/Decl.<br><br><input type="checkbox"/> Extension of Time Request for ____ Months<br><br><input type="checkbox"/> Information Disclosure Statement<br><br><input type="checkbox"/> Response to Missing Parts/Incomplete Application<br><br><input type="checkbox"/> Request for Continued Examination Transmittal<br><br><input type="checkbox"/> Certified Copy of Priority Document(s) | <input type="checkbox"/> Assignment<br><br><input type="checkbox"/> Recordation Cover Sheet<br><br><input type="checkbox"/> Declaration/Power of Attorney<br><br><input type="checkbox"/> Copy of Notice to File Missing Parts of Nonprovisional Application<br><br><input type="checkbox"/> Revocation of Power of Attorney<br><br><input type="checkbox"/> Formal Drawings<br><br><input type="checkbox"/> Letter to Official Draftsperson with ____ (__) sheets of redlined changes to drawings<br><br><input type="checkbox"/> Copy of PTO 948, "Notice of Draftsperson's Patent Review"<br><br><input type="checkbox"/> Associate Power of Attorney<br><br><input type="checkbox"/> Additional Enclosures: | <input type="checkbox"/> <b>Power of Attorney and Correspondence Address Indication Form</b><br><br><input type="checkbox"/> <b>Statement Under 37 CFR 3.73(b)</b><br><br><input type="checkbox"/> Express Abandonment Request<br><br><input type="checkbox"/> Terminal Disclaimer<br><br><input type="checkbox"/> Status Inquiry<br><input checked="" type="checkbox"/> <b>Certificate of First Class Mailing</b><br><br><input type="checkbox"/> Certificate of Express Mail Mailing<br><br><input checked="" type="checkbox"/> <b>Postcard</b> |
|---|---|---|

**SIGNATURE OF APPLICANT, ATTORNEY OR AGENT**

|   |   |
|---|---|
| Date <u>February 1, 2004</u><br><br>Tel: (508) 293- 6985<br>Fax: (508) 293-7189 | <u>Robert Kevin Perkins</u><br>Robert Kevin Perkins Esq. (Reg. No. 36,634)<br>EMC Corporation<br>Office of the General Counsel<br>176 South Street<br>Hopkinton, MA 01748 |
|---|---|

**CERTIFICATE OF MAILING OR TRANSMISSION [37 CFR 1.8]**

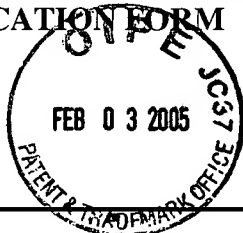
I hereby certify that this correspondence and the above-referenced enclosures are being:

☒ Deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

☐ Transmitted by facsimile on the date shown below to the Patent and Trademark Office at (703)

|                              |   |
|------------------------------|---|
| Date <u>February 1, 2005</u> | <u>Sandra A. Kulaga</u><br>Signature<br><br>Sandra A. Kulaga<br>Typed or printed name of person signing certificate |
|------------------------------|---|

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**POWER OF ATTORNEY  
AND  
CORRESPONDENCE ADDRESS  
INDICATION FORM**

|                        |  |
|------------------------|--|
| Application Number     | 09/747,179   |
| Filing Date            | December 21, 2000  |
| First Named Inventor   | John G. Deshayes, et al  |
| Title                  | Methods and Apparatus for Reducing Resource Contention in Parallel ... |
| Art Unit               | 2164   |
| Examiner Name          | Betit, Jacob F.  |
| Confirmation No.       | 5524   |
| Customer No.           | <b>24227</b>   |
| Attorney Docket Number | EMC-99-042   |

I hereby appoint:

☒ Practitioners associated with the Customer Number:**24227****OR**☐ Practitioner(s) named below:

| Name | Registration Number |
|------|---------------------|
|      |                     |
|      |                     |
|      |                     |
|      |                     |

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:

☒ The address associated with the above-mentioned Customer Number:**OR**☐ The address associated with Customer Number:**OR**

|  |  |       |  |     |  |
|--|--|-------|--|-----|--|
| <input type="checkbox"/> Firm or Individual Name |  |       |  |     |  |
| Address  |  |       |  |     |  |
| Address  |  |       |  |     |  |
| City   |  | State |  | Zip |  |
| Country  |  |       |  |     |  |
| Telephone  |  | Fax   |  |     |  |

I am the:

☐ Applicant/Inventor.☒ Assignee of record of the entire interest. See 37 CFR 3.71.*Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)***SIGNATURE of Applicant or Assignee of Record**

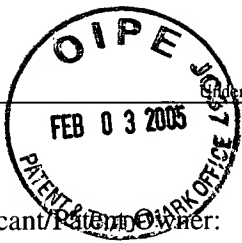
|                   |  |                  |                      |
|-------------------|--|------------------|----------------------|
| Signature         | <i>John M. Gunther</i>                       | Date             | <i>Jan. 27, 2005</i> |
| Name              | John M. Gunther                              | Telephone        | 508-293-7255         |
| Title and Company | Vice President and Assistant General Counsel | Registration No. | 26,175               |

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☐ \*Total of      forms are submitted.

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Assignor: EMC Corporation

Application No./Patent No. 09/747,179 Filed/Issue Date: December 21, 2000

Entitled: **METHODS AND APPARATUS FOR REDUCING RESOURCE CONTENTION PARALLEL DATA BACKUP PROCESSES**

EMC Corporation a Corporation  
(Name of assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 012768 , Frame 0302 , or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_ , Frame \_\_\_\_\_ , or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_ , Frame \_\_\_\_\_ , or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_ , Frame \_\_\_\_\_ , or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

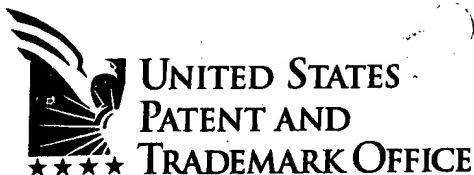
The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

John M. Gunther  
Signature  
John M. Gunther  
Printed or Typed Name  
Vice President and Assistant General Counsel  
Title

Jan 27, 2005  
Date  
508-293-7255  
Telephone Number  
26,175  
Registration Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

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JUNE 05, 2002

PTAS

Commissioner for Trademarks  
Arlington, VA 22202-3513  
www.uspto.gov

LEANNE J. FITZGERALD  
OFFICE OF THE GENERAL COUNSEL  
35 PARKWOOD DRIVE  
HOPKINTON, MA 01748



\*102050416A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/25/2002

REEL/FRAME: 012768/0302  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
DESHAYES, JOHN G.

DOC DATE: 02/15/2001

ASSIGNOR:  
PILLAI, ANAND

DOC DATE: 02/15/2001

ASSIGNOR:  
SCHUTZMAN, NEIL

DOC DATE: 02/15/2001

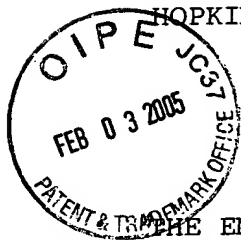
ASSIGNOR:  
BARNHART, BRIAN A.

DOC DATE: 03/09/2001

ASSIGNOR:  
ARORA, SUDHEER

DOC DATE: 02/12/2001

ASSIGNEE:  
EMC CORPORATION  
35 PARKWOOD DRIVE  
HOPKINTON, MASSACHUSETTS 01748

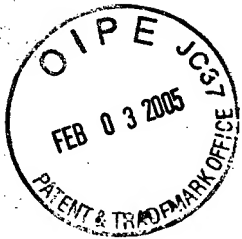


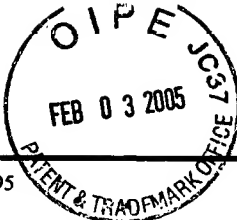
012768/0302 PAGE 2

SERIAL NUMBER: 09747179  
PATENT NUMBER:

FILING DATE: 12/21/2000  
ISSUE DATE:

SHARON BROOKS, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS





04-11-2002

Form PTO-1595  
(Rev. 03/01)

RE

OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼

102050416

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

John G. Deshayes  
Anand Pillai  
Neil Schutzman

3-25-02

## 2. Name and address of receiving party(ies)

Name: EMC Corporation

Internal Address: \_\_\_\_\_

Street Address: 35 Parkwood DriveCity: Hopkinton State: MA Zip: 01748Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: See attached sheetAdditional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No.(s)

09/747,179

## B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Leanne J. FitzgeraldInternal Address: Office of the General CounselStreet Address: 35 Parkwood DriveCity: Hopkinton State: MA Zip: 017486. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

05-0889

(Attach duplicate copy of this page if paying by deposit account)

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FINANCE SECTION04/10/2002 LNUELLER 00000271 050889 09747179  
01 FC:541 40.00 CH

## DO NOT USE THIS SPACE

## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Leanne J. Fitzgerald  
Name of Person Signing[Signature]  
Signature3-13-02  
DateTotal number of pages including cover sheet, attachments, and documents 2Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

Serial No. 09/747,179

Continuation of Information from Item 1:

1. Names of conveying parties continued:

Brian A. Barnhart  
Sudheer Arora

3. Execution Date of Assignment:

John G. Deshayes, February 15, 2001  
Anand Pillai, February 15, 2001  
Neil Schutzman, February 15, 2001  
Brian A. Barnhart, March 9, 2001  
Sudheer Arora, February 12, 2001

## ASSIGNMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the undersigned John G. Deshayes, 7 Castle Hill Road, Hopkinton, Massachusetts 01748, Anand Pillai, 1004 Village Road East, Norwood, Massachusetts 02062, Neil Schutzman, 155 Bracken Drive, Marlborough, Massachusetts 01752, Brian A. Barnhart, 26 Longmeadow Road, Westborough, Massachusetts 01581, Alison Peacock, 1320 North Veitch Street, Apt. 1011, Arlington, Virginia 22201, and Sudheer Arora, 2 Washington Square Village, Apt. 11G, New York, New York 10012, hereby

Sell, assign and transfer to EMC Corporation, a Massachusetts corporation having a place of business at 171 South Street, Hopkinton, MA 01748, its successors, assigns and legal representatives, all hereinafter referred to as the Assignee, the entire right, title and interest for the United States and all foreign countries, in and to any and all inventions which are disclosed in the application for United States Letters Patent filed in the United States Patent and Trademark Office on December 21, 2000 under Serial No. 09/747,179 and entitled METHODS AND APPARATUS FOR REDUCING RESOURCE CONTENTION IN PARALLEL DATA BACKUP PROCESSES, and in and to said application and all divisional, continuing, substitute, renewal, reissue and all other applications for Letters Patent which have been or shall be filed in the United States and all foreign countries on any of said inventions; and in and to all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions including the right to apply for patent rights in each foreign country and all rights to priority.

Agree that said Assignee may apply for and receive Letters Patent for said inventions in its own name; and when requested, without charge to but at the expense of said Assignee, agree to carry out in good faith the intent and purpose of this assignment by executing all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said inventions, by executing all rightful oaths, assignments, powers of attorney and other papers, by communicating to said Assignee all facts known to us relating to said inventions and the history thereof, and generally by doing everything possible which said Assignee shall consider desirable for aiding in securing and maintaining proper patent protection for said inventions and for vesting title to said inventions and all applications for patents and all patents on said inventions, in said Assignee.

Hereby request the Honorable Commissioner of Patents and Trademarks to issue said Letters Patent to said Assignee.

Covenant with said Assignee that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us, and that full right to convey the same as herein expressed is possessed by us.



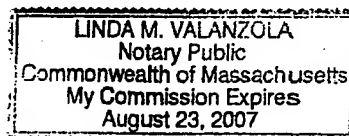
Dated: 02/15/01

John G. Deshayes  
JOHN G. DESHAYES

STATE OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

Subscribed and sworn to before me this 15 day of February  
2001.

SEAL Linda M. Valanzola  
Notary Public  
My Commission Expires 8/23/07



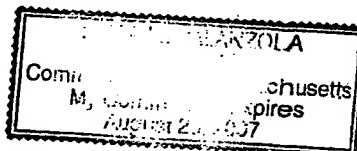
Dated: 02/15/01

A. K. Pillai  
ANAND PILLAI

STATE OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

Subscribed and sworn to before me this 15 day of February  
2001.

SEAL Linda M. Valanzola  
Notary Public  
My Commission Expires 8/23/07



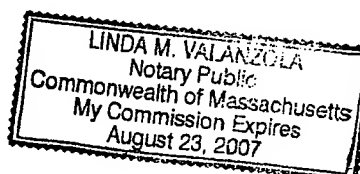
Dated: 02/15/01

Neil Schutzman  
NEIL SCHUTZMAN

STATE OF MASSACHUSETTS  
COUNTY OF MIDDLESEX

Subscribed and sworn to before me this 15 day of February  
2001.

SEAL Linda M. Valanzola  
Notary Public  
My Commission Expires 8/23/07



Dated: 3/9/2001

Brian A Barnhart  
BRIAN A. BARNHART

STATE OF Massachusetts :  
COUNTY OF Worcester :

Subscribed and sworn to before me this 9<sup>th</sup> day of March  
2001.

SEAL

Nerissa M. Robert  
Notary Public

My Commission Expires \_\_\_\_\_

NERISSA M. ROBERT

Notary Public

My Commission Expires  
September 27, 2007

Dated: \_\_\_\_\_

ALISON PEACOCK

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

Dated: \_\_\_\_\_

SUDHEER ARORA

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

SEAL

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN A. BARNHART

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

SEAL \_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
ALISON PEACOCK

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_.

SEAL \_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

Dated: 12<sup>th</sup> Feb. 2001

Sudheer Arora  
\_\_\_\_\_  
SUDHEER ARORA

STATE OF New York :  
COUNTY OF New York :

Subscribed and sworn to before me this 12<sup>th</sup> day of FEBRUARY  
2001, by Sudheer ARORA

SEAL David A. Gordon  
Notary Public  
My Commission Expires \_\_\_\_\_

DAVID A. GORDON  
NOTARY PUBLIC, State of New York  
No. 01G06025348  
Qualified in County of NASSAU  
Commission Expires May 24, 2001

# EMC<sup>2</sup>

## COPY

*Dear Employee:*

We at EMC fully recognize that our success and achievement as a company depend on your contributions. An important goal of EMC is to establish a working environment which will allow you to find maximum job satisfaction while participating in our highly competitive, technological and exciting business.

The activities of EMC's employees result in a body of patentable, trade secret and confidential information which helps keep EMC on the leading edge of technology in our industry. This information benefits us all, since EMC depends on it for its continued growth and success, and its proper use and protection should be of paramount concern to us all.

In consideration of your employment by EMC and in recognition of the fact that as an employee of EMC you have access to confidential information, I ask that you please review and sign the following Key Employee Agreement (the "Agreement"). This Agreement protects both the Company and its employees from unfair competition from former employees. This Agreement, when signed by you, is a binding legal agreement, so you may wish to review its terms with your legal advisor before signing it.

Also, because of your access to EMC confidential information, enclosed for your review and signature is EMC's policy on insider trading (the "Policy"). The Policy sets forth your obligations as an EMC employee with regard to the purchase and sale of EMC securities.

If you have any questions, either your supervisor or your human resources representative would be happy to discuss them with you. Please keep one copy of the Agreement and Policy for your records.

My sincere thanks for your cooperation.



Michael C. Ruettgers  
President and Chief Executive Officer

EMC<sup>2</sup>

# KEY EMPLOYEE AGREEMENT

In view of the highly competitive nature of the business of EMC Corporation (together with its subsidiaries, the "Company"), the need of the Company to maintain its competitive position through the protection of its goodwill, trade secrets and confidential and proprietary information, and in consideration for being provided with access to certain trade secrets and/or confidential and proprietary information in conjunction with your employment with the Company, you agree as follows:

**1. Non-Competition.** For as long as you are employed by the Company, you shall devote your full time and efforts to the Company and shall not participate, directly or indirectly, in any capacity, in any business or activity that is in competition with the Company. For the twelve month period following the effective date of your termination, for any reason, from the Company, you agree not to directly or indirectly compete with the Company in any manner, including but not limited to directly or indirectly developing, producing, marketing, soliciting or selling products or services competitive with products or services being developed, produced, marketed or sold by the Company as of the date of your termination. For purposes of the immediately preceding sentence you shall not be considered to be competing with the Company unless you have an ownership interest amounting to at least 1% in the competing enterprise (whether direct or indirect by way of stock options (vested or unvested) or otherwise) or an officership, directorship or other policy-making position with the competing enterprise.

**2. Customer and Vendor Confidentiality.** You recognize that it is essential to the Company's success that all customer and vendor information be deemed to be confidential and be properly treated as a confidential trade secret. Therefore, you agree not to use or disclose any such customer or vendor information except as may be necessary in the normal conduct of the Company's business for the specific customer or vendor, and after the end of your employment with the Company, you will return all such materials to the Company.

**3. Confidentiality of Company Materials.** You agree that both during your employment with the Company and thereafter not to use for your own benefit, or divulge or disclose to any person outside of the Company, any information not already lawfully available to the public concerning the Company or any of its customers or suppliers ("Confidential Information"), including but not limited to any products, product development, business strategy, financial information, or customer, supplier or employee lists. Confidential Information also includes, without limitation, any technical data, design, pattern, formula, computer program, source code, object code, algorithm, subroutine, manual, product specification, or plan

ALISON T. PEACOCK

Employee Name  
(please print)

for a new, revised or existing product; any business, marketing, financial or sales order; and the present or future business or products of the Company.

**4. All Developments the Property of the Company.** All confidential, proprietary or other trade secret information and all other discoveries, inventions, processes, methods and improvements, conceived, developed, or otherwise made by you, alone or with others, and in any way relating to the Company's present or planned business or products, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice during the period of your employment with the Company ("Developments") shall be the sole property of the Company. You agree to disclose all Developments promptly, fully and in writing to the Company promptly after development of the same, and at any time upon request. You agree to, and hereby do assign to the Company all your right, title and interest throughout the world in and to all Developments. You agree that all Developments shall constitute works made for hire under the copyright laws of the United States and hereby assign to the company all copyrights, patents and other proprietary rights you may have in any Developments without any obligation on the part of the Company to pay royalties or any other consideration to you in respect of such Developments. You agree to assist the Company (without charge, but at no cost to you) to obtain and maintain for itself such rights.

**5. Recruiting Company Employees.** For the twelve month period following the effective date of your termination, for any reason, from the Company, you agree not to directly or indirectly recruit, solicit or induce, or attempt to recruit, solicit or induce any employees, consultants or independent contractors of the Company to terminate, alter or modify their employment relationship with the Company.

**6. Return of Company Materials.** At the time of your termination, for any reason, from the Company, you agree to return to the Company all Company materials, documents and property, in your possession or control relating to work done for the Company or relating to the processes and materials of the Company. You also agree to return to the Company all materials concerning past, present and future or potential clients, customers, products and/or services. You also agree to return to the Company all materials provided by customers of the Company and all teaching materials provided by the Company. Such materials include, but are not limited to, customer and/or vendor lists, customer and/or vendor prospect material, price lists, rate structures, and software owned or developed by the Company for any purpose in any form. You also agree to attend an exit interview if so requested by the Company.

EMC<sup>2</sup>

## 7. Miscellaneous

(a) This Agreement contains the entire agreement between you and the Company with respect to the subject matter hereof, superseding any previous oral or written agreements with the Company or any officer or representative thereof. In the event of any inconsistency between this Agreement and any other contract between you and the Company, the provisions of this Agreement shall prevail.

(b) Your obligations under this Agreement shall survive the termination of your employment with the Company regardless of the manner of or reasons for such termination, and regardless of whether such termination constitutes a breach of any other agreement you may have with the Company. Your obligations under this Agreement shall be binding upon your heirs, assigns, executors, administrators and representatives, and the provisions of this Agreement shall inure to the benefit of and be binding on the successors and assigns of the Company.

(c) You agree that in the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to be contrary to any applicable statute, law, rule, or policy or for any reason unenforceable as written, then such court may modify any of such provisions so as to permit enforcement thereof to the maximum extent permissible as thus modified. Further, you agree that any finding by a court of competent jurisdiction that any provision of this Agreement is contrary to any applicable statute, law, rule or policy or for any reason unenforceable as written shall have no effect upon any other provisions and all other provisions shall remain in full force and effect.

(d) You agree that any breach of this Agreement will cause immediate and irreparable harm to the Company not compensable by monetary damages and that the Company will be entitled to obtain injunctive relief, in addition to other relief in any court of competent jurisdiction, to enforce the terms of this Agreement.

(e) No failure by the Company to insist upon strict compliance with any of the terms, covenants, or conditions hereof, and no delay or omission by the Company in exercising any right under this Agreement, will operate as a waiver of such terms, covenants, conditions or rights. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(f) You agree that this Agreement may be amended or modified only by written agreement of yourself and an authorized representative of the Company.

(g) You agree that if the Company commences an action against you, by way of claim or counterclaim

and including declaratory claims, in which it is preliminarily or finally determined that you have violated any provision of this Agreement, you will reimburse the Company for all costs and fees reasonably incurred in such action, including but not limited to, the Company's attorneys' fees.

(h) You agree that tuition costs for which the Company has reimbursed you will be recovered in full if you voluntarily terminate employment within one year of completion of the respective course.

(i) This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the doctrine of conflicts of law. This Agreement is executed under seal.

(j) This Agreement does not create any obligation on the Company or any other person or entity to continue your employment. Either the Company or you may terminate your employment at will.

**8. Arbitration.** You agree that binding arbitration shall be the sole and exclusive remedy for any dispute arising out of or relating to termination of your employment by the Company or any alleged discrimination by the Company; provided, however, that this shall in no way limit the Company's ability to commence litigation with regard to any breach of this Agreement. Any such arbitration shall be conducted pursuant to the procedures set forth in the Company's arbitration policy. You also agree that any such arbitration must be commenced within one year from the date such claim accrued, or will be forever barred. You also agree that you will be responsible for one-half of the arbitrators' fees and for all of your own costs and expenses in connection with any such arbitration. You further agree that if you commence any such arbitration proceeding and the Company is the prevailing party, you will be responsible for all of the arbitrators' fees in connection with such arbitration.

EMC CORPORATION

By: \_\_\_\_\_

Its: \_\_\_\_\_

AGREED AND ACCEPTED:

Signature Alison T. Peacock

Name (Printed) ALISON T. PEACOCK

Date 23 January 1997

**SALES TRAINING  
REIMBURSEMENT**

You agree to reimburse the Company the costs of training if you choose to leave the Company's employ within the first two years of employment. If you voluntarily terminate employment within the first twelve months, you will be responsible for reimbursing the Company the total training costs of \$6,000. If you voluntarily terminate employment during the period of the thirteenth month to the twenty-fourth month, you will be responsible for a \$3,000 reimbursement. If you are involuntarily terminated by the Company, this paragraph on training reimbursement would not apply. This training reimbursement paragraph would not apply in cases of severe personal hardship causing voluntary termination of an employee.

~~Initials/Date~~

~~N/A 01-23-97~~

**RELOCATION, LEGAL  
OR IMMIGRATION  
REIMBURSEMENT**

You agree to reimburse the Company the costs of any relocation, legal or immigration fees if you choose to leave the Company's employ within the first two years of employment. If you voluntarily terminate employment within the first year, you will be responsible for the reimbursement of the total costs. If you voluntarily terminate employment during the period of the thirteenth month to the twenty-fourth month, you will be responsible for one-half of the total costs. Immigration payback period begins on the effective approval date of the visa petition. If you are involuntarily terminated by the Company, this paragraph would not apply.

~~Initials/Date~~

~~N/A 01-23-97~~

**CUSTOMER  
SERVICE TRAINING  
REIMBURSEMENT**

You agree to reimburse the Company the costs of training if you choose to leave the Company's employ within the first two years of employment. If you voluntarily terminate employment within the first twelve months, you will be responsible for reimbursing the Company the total training costs of \$6,000. If you voluntarily terminate employment during the period of the thirteenth month to the twenty-fourth month, you will be responsible for a \$4,000 reimbursement. If you are involuntarily terminated by the Company, this paragraph on training reimbursement would not apply. This training reimbursement paragraph would not apply in cases of severe personal hardship causing voluntary termination of an employee.

~~Initials/Date~~

~~N/A 01-23-97~~



TO: All Key Employees of EMC Corporation and its Subsidiaries  
 FROM: Paul T. Dacier  
 RE: Company Policy Regarding Purchasing and Selling EMC Securities

During your work at EMC or its subsidiaries (collectively, "EMC"), you may obtain information about EMC and its customers, suppliers or others with whom EMC has an existing or potential business relationship. This information may not yet be generally known to the public and is called "inside information." This information may affect the price of the company's stock. Trading on this information is a serious offense, punishable by civil and criminal penalties.

Insider trading laws are Federal laws with which we all must comply. To maintain the highest legal and ethical standards and to avoid even the appearance of improper conduct, EMC has adopted the following policy. Every employee MUST follow this policy to protect your interests and EMC's interests.

## POLICY

If any employee is in the possession of material non-public information regarding EMC, neither that employee nor any related person may buy or sell EMC securities or engage in any other action to take advantage of, or pass on to others, that information. This policy also applies to confidential information relating to any other company, including EMC's customers or suppliers, obtained in the course of your employment.

***AT NO TIME MAY AN EMPLOYEE OR ANY RELATED PERSON ENGAGE IN SHORT SALES OF EMC SECURITIES OR TRADE IN OPTIONS CONTRACTS OF ANY KIND INVOLVING EMC SECURITIES.***

## DISCUSSION

"Material Information" is any information that a reasonable investor would consider important in deciding to buy, hold or sell a stock and thus that could reasonably affect the price of the stock.

Examples of material information are: projections of earnings or losses; a proposed merger or acquisition; a significant sale of assets or of a subsidiary; changes in dividend policies, a stock split or the offering of additional securities; changes in management; significant new projects; financial liquidity problems; and the gain or loss of a substantial customer or supplier. Either positive or negative information may be material.

When Information is Public. Information is public only when it has been released by a press release or a filing with the Securities and Exchange Commission ("SEC") and enough time has passed to permit the market to receive and act on that information. It is EMC's policy that as a general

rule, you should not engage in any transactions until one full trading day has passed after the release of information.

If you are in doubt about whether or not you are in the possession of material non-public information, you should not trade.

Transactions by Family Members. The same restrictions apply to your family members and others living in your household.

Tipping Information to Others. In addition, you must not "tip", or pass on material non-public information to others. Penalties apply whether or not you profit from such tipping.

## PENALTIES

For individuals who trade on inside information or tip others, there are civil penalties, including the return of any profit gained or loss avoided and penalties of up to three times this amount; and criminal penalties, including imprisonment. In addition, violation of this policy can result in termination of your employment.

Insider trading, in the U.S. and abroad, is vigorously prosecuted. Trading is detected through sophisticated methods used by the SEC and the stock exchanges. The U.S. has agreements with virtually all countries with stock exchanges, providing for reciprocal enforcement.

This policy does not apply to the exercise of vested stock options made in accordance with the EMC 1985 Stock Option Plan, as amended, or the 1993 Stock Option Plan. However, the above policy is to be observed with a sale of exercised option shares.

"EMC securities" includes EMC Common Stock, \$.01 par value, the 6 1/4% Convertible Subordinated Debentures due 2002 and the 4 1/4% Convertible Subordinated Notes due 2001.

You are responsible for compliance with this policy and it is therefore imperative that you fully understand this policy and the insider trading laws. If you have any questions about a specific transaction or about this policy, please contact your supervisor. If you need further assistance, please contact the Legal Department.

Please sign below thereby indicating your agreement to be bound by this policy.

Alison T. Peacock  
 Signature

ALISON PEACOCK  
 Name (Print)

23 January 1997  
 Date



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